

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW
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WASHINGTON, D. C. 20005-4078

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17558
RECORDATION NO. FILED 1023

OCT 9 1991 - 3 40 AM
INTERSTATE COMMERCE COMMISSION

October 9, 1991

17558
RECORDATION NO. FILED 1023
OCT 9 1991 - 3 40 AM
INTERSTATE COMMERCE COMMISSION

OCT 9 9 31 AM '91
NOTES OPERATING UNIT

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder, are two executed originals each of (1) the Company Security Agreement (the "Agreement"), a primary document, dated as of August 30, 1991, made by Trident NGL, Inc., a Delaware corporation (the "Debtor"), in favor of Manufacturers Hanover Trust Company, a New York banking corporation, as Administrative Agent (the "Secured Party") for the banks and other financial institutions or entities (the "Banks") parties to that certain Credit Agreement, dated as of August 30, 1991, among the Debtor, the Banks, Manufacturers Hanover Trust Company, a New York banking corporation, Bank of America National Trust and Savings Association, a national banking corporation, and Chemical Bank, a New York banking corporation, as Co-Arrangers for the Banks, and the Secured Party; and (2) the Officer's Certificate, a secondary document relating to the aforesaid Agreement, executed on October 4, 1991 on behalf of the Debtor, certifying that each of the 153 railroad tank cars as listed on Exhibit 1 thereto constitutes part of the Equipment subject to the security interest, pursuant to the terms of the Agreement.

The names and addresses of the Secured Party and the Debtor are as follows:

SECURED PARTY:

Manufacturers Hanover Trust Company,
as Administrative Agent
270 Park Avenue
New York, NY 10017

Letter to Secretary Strickland
October 9, 1991
Page 2

DEBTOR: Trident NGL, Inc.
100 West 7th Street
Box 300
Tulsa, OK 74119

A description of the railroad tank cars covered by the enclosed documents is attached hereto as Exhibit 1.

The undersigned is the attorney-in-fact for purposes of this filing. Please return the originals of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or the bearer hereof.

Also enclosed is a remittance in the amount of \$16.00 for the required recording fee.

A short summary of the documents to appear in the index follows:

Company Security Agreement (the "Agreement"), a primary document, dated as of August 30, 1991, made by Trident NGL, Inc. (the "Debtor"), in favor of Manufacturers Hanover Trust Company, as Administrative Agent (the "Secured Party") for the Banks parties to that certain Credit Agreement, dated as of August 30, 1991; and Officer's Certificate, a secondary document, executed on October 4, 1991 on behalf of the Debtor, certifying that each of the 153 railroad tank cars bearing CSNX marks and numbers as listed on Exhibit 1 thereto constitutes part of the Equipment subject to the security interest, pursuant to the terms of the Agreement.

Respectfully submitted,


By 
John K. Maser III
Attorney-In-Fact

Exhibit 1

CSHX CAR No	DATE BUILT Mo Yr	CSHX CAR No	DATE BUILT Mo Yr	CSHX CAR No	DATE BUILT Mo Yr	CSHX CAR No	DATE BUILT Mo Yr
1 30082	70	48 31047	64	99 31094	65	142 33010	66
2 31000	63	49 31048	64	96 31095	65	143 33011	66
3 31001	63	50 31049	64	97 31096	65	144 33012	66
4 31002	63	51 31050	64	98 31097	65	145 33013	66
5 31003	63	52 31051	64	99 31098	65	146 33014	66
6 31004	63	53 31052	64	100 31099	65	147 33015	66
7 31005	63	54 31053	64	101 31100	65	148 33016	66
8 31006	63	55 31054	64	102 31102	65	149 33017	66
9 31007	63	56 31055	64	103 31103	65	150 33018	66
10 31008	63	57 31056	64	104 31104	65	151 33019	66
11 31009	63	58 31057	64	105 31105	65	152 33076	66
12 31010	63	59 31058	64	106 31106	65	153 33077	69
13 31011	63	60 31059	64	107 31107	65		
14 31012	63	61 31060	64	108 31108	65		
15 31013	63	62 31061	64	109 31109	65		
16 31014	63	63 31062	64	110 31110	65		
17 31015	63	64 31063	64	111 31111	65		
18 31016	63	65 31064	64	112 31112	65		
19 31017	63	66 31065	64	113 31113	65		
20 31018	63	67 31066	64	114 31114	65		
21 31019	63	68 31067	64	115 31115	65		
22 31020	63	69 31068	64	116 31116	65		
23 31021	63	70 31069	64	117 31117	65		
24 31022	63	71 31070	64	118 31118	65		
25 31023	63	72 31071	64	119 31119	65		
26 31025	63	73 31072	64	120 31120	65		
27 31026	64	74 31073	64	121 31121	65		
28 31027	64	75 31074	64	122 31122	65		
29 31028	64	76 31075	64	123 31123	65		
30 31029	64	77 31076	64	124 31124	65		
31 31030	64	78 31077	64	125 31125	65		
32 31031	64	79 31078	64	126 31126	65		
33 31032	64	80 31079	64	127 31127	65		
34 31033	64	81 31080	64	128 31128	65		
35 31034	64	82 31081	64	129 31129	65		
36 31035	64	83 31082	64	130 31130	65		
37 31036	64	84 31083	64	131 31131	65		
38 31037	64	85 31084	64	132 31132	63		
39 31038	64	86 31085	64	133 33000	66		
40 31039	64	87 31086	65	134 33001	66		
41 31040	64	88 31087	65	135 33002	66		
42 31041	64	89 31088	65	136 33003	66		
43 31042	64	90 31089	65	137 33004	66		
44 31043	64	91 31090	65	138 33005	66		
45 31044	64	92 31091	65	139 33006	66		
46 31045	64	93 31092	65	140 33007	66		
47 31046	64	94 31093	65	141 33008	66		

Exhibit 1

CSNX CAR No	DATE BUILT Mo Yr	CSNX CAR No	DATE BUILT Mo Yr	CSNX CAR No	DATE BUILT Mo Yr	CSNX CAR No	DATE BUILT Mo Yr
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16 31014	63	63 31062	64	110 31110	65		
17 31015	63	64 31063	64	111 31111	65		
18 31016	63	65 31064	64	112 31112	65		
19 31017	63	66 31065	64	113 31113	65		
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22 31020	63	69 31068	64	116 31116	65		
23 31021	63	70 31069	64	117 31117	65		
24 31022	63	71 31070	64	118 31118	65		
25 31023	63	72 31071	64	119 31119	65		
26 31025	63	73 31072	64	120 31120	65		
27 31026	64	74 31073	64	121 31121	65		
28 31027	64	75 31074	64	122 31122	65		
29 31028	64	76 31075	64	123 31123	65		
30 31029	64	77 31076	64	124 31124	65		
31 31030	64	78 31077	64	125 31125	65		
32 31031	64	79 31078	64	126 31126	65		
33 31032	64	80 31079	64	127 31127	65		
34 31033	64	81 31080	64	128 31128	65		
35 31034	64	82 31081	64	129 31129	65		
36 31035	64	83 31082	64	130 31130	65		
37 31036	64	84 31083	64	131 31131	65		
38 31037	64	85 31084	64	132 31132	63		
39 31038	64	86 31085	64	133 33000	66		
40 31039	64	87 31086	65	134 33001	66		
41 31040	64	88 31087	65	135 33002	66		
42 31041	64	89 31088	65	136 33003	66		
43 31042	64	90 31089	65	137 33004	66		
44 31043	64	91 31090	65	138 33005	66		
45 31044	64	92 31091	65	139 33006	66		
46 31045	64	93 31092	65	140 33007	66		
47 31046	64	94 31093	65	141 33009	66		

Interstate Commerce Commission
Washington, D.C. 20423

10/9/91

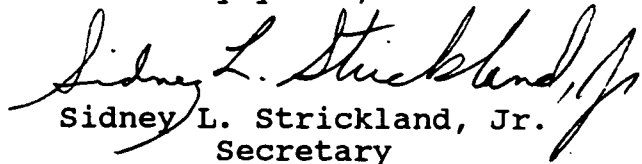
OFFICE OF THE SECRETARY

John K. Maser III
Donelan, Cleary Wood & Maser
1275 K St. N.W. Suite 850
Washington, D.C. 20005-4078

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/9/91 at 9:40am, and assigned recordation number(s). 17558 & 17558-A

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17558

RECORDED INDEXED FILED

OCT 9 1991 - 9 40 AM

INTERSTATE COMMERCE COMMISSION

COMPANY SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of August 30, 1991, made by TRIDENT NGL, INC., a Delaware corporation (the "Company"), in favor of MANUFACTURERS HANOVER TRUST COMPANY, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Banks") parties to the Credit Agreement, dated as of August 30, 1991 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Company, the Banks, Manufacturers Hanover Trust Company, Bank of America National Trust and Savings Association and Chemical Bank, as co-arrangers (the "Co-Arrangers"), and the Administrative Agent.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, the Banks have severally agreed to make loans to the Company upon the terms and subject to the conditions set forth therein, to be evidenced by the Notes issued by the Company thereunder;

WHEREAS, pursuant to the Credit Agreement, the Banks have severally agreed to issue, or to participate in, letters of credit for the account of the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Banks to make their respective loans to, and to issue or participate in the letters of credit for the account of, the Company under the Credit Agreement that the Company shall have executed and delivered this Security Agreement to the Administrative Agent for the ratable benefit of the Administrative Agent, the Co-Arrangers and the Banks.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Co-Arrangers and the Banks to enter into the Credit Agreement and to induce the Banks to make their respective loans to, and to issue or participate in the letters of credit for the account of, the Company under the Credit Agreement, the Company hereby agrees with the Administrative Agent, for the ratable benefit of the Administrative Agent, the Co-Arrangers and the Banks, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined; the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Farm Products, General Intangibles, Instruments, Inventory and Proceeds; and the following terms shall have the following meanings:

"Code" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Company Agreements" means all contracts, agreements, instruments and indentures in any form, and portions thereof, to which the Company is a party or under which the Company has any right, title or interest or by which the Company or any property of the Company is subject (including, without limitation, (a) any such contracts, agreements, instruments and indentures relating to the purchase or sale, transportation, transmission, treatment, processing, dehydration, consolidation or compression of natural gas, gas or NGL or other Hydrocarbons, minerals or raw materials or by-products of any of the foregoing or relating to the operation of pipelines, gathering systems or extraction or compression facilities and (b) the Specified Contracts), as the same may from time to time be amended, supplemented or otherwise modified.

"Contracts" means all Company Agreements other than Specified Commodity Agreements, including, without limitation, (a) all rights of the Company to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Company to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Company to perform and to exercise all remedies thereunder, in each case (I) to the extent the grant by the Company of a security interest pursuant to this Security Agreement in its right, title and interest in such Company Agreement is not prohibited by such Company Agreement without the consent of any other party thereto, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto and (II) subject to the terms of such Company Agreement (except as otherwise provided in this Security Agreement); provided, however, that the foregoing limitation shall not affect, limit, restrict or impair the grant by the Company of a security interest pursuant to this Security Agreement in any Account or any money or other

amounts due or to become due under any such Company Agreement.

"Copyrights" means all of the following to the extent that the Company now or hereafter has any right, title or interest in any country in the world: (i) all copyrights in all works, whether published or unpublished, now existing or hereafter created or acquired, including, without limitation those listed in Schedule I-A hereto, all registrations and recordings thereof, and all applications in the United States Copyright Office, and (ii) all renewals thereof.

"Copyright License" means any Contract providing for the grant by or to the Company of any right under any Copyright, including, without limitation, any thereof referred to in Schedule I-A hereto.

"Equipment" means all machinery, equipment and furniture, now owned or hereafter acquired by the Company or in which the Company now has or hereafter may acquire any right, title or interest and any and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed therein or affixed thereto, including, but not limited to, all equipment as defined in Section 9-109(2) of the Code and including, without limitation, all Pipeline and Gas Processing Equipment.

"Hydrocarbons" means oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products separated, settled and dehydrated therefrom and all products refined therefrom, including, without limitation, kerosene, liquified petroleum gas, refined lubricating oils, diesel fuel, drip gasoline, natural gasoline, NGL, helium, sulfur and all other minerals.

"Obligations" means the unpaid principal amount of, and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing on or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Company, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), the Notes and all other obligations and liabilities of the Company to the Administrative Agent, to the Co-Arrangers or to the Banks, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, the Notes, the Letters of Credit, the Applications, the other Loan Documents or this Security

Agreement and any other document executed and delivered in connection therewith or herewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the Administrative Agent, to the Co-Arrangers or to the Banks that are required to be paid by the Company pursuant to the terms of the Credit Agreement) or otherwise.

"Patents" means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule I-B hereto, and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to in Schedule I-B hereto.

"Patent License" means any Contract providing for the grant by or to the Company of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule I-B hereto.

"Pipeline and Gas Processing Equipment" means all property that is included in or is a part of any gas processing plant or any pipeline, gathering or transmission system together with all equipment, fittings, fixtures, pipes, machinery, pumps, appliances, valves, meters, tanks, compressors, scrubbers, absorbers, dehydrators, reabsorbers, accumulators, stills, condensers, cooling towers, regulators, heaters, coolers, deethanizers, depropanizers, debutanizers, boilers, heat exchangers, controls, floating racks, heating, lighting and power plants, transmission lines and other property appertaining to gas processing plants or to pipeline, gathering or transmission systems and all tenements, hereditaments and appurtenances now owned or hereafter acquired in connection therewith together with all rights-of-way, easements and permits for said gas processing plants or pipeline, gathering and transmission systems.

"Security Agreement" means this Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Specified Commodity Agreements" means commodity hedging agreements subject to Liens permitted by subsection 9.3(j) of the Credit Agreement.

"Specified Contracts" means the Company Agreements listed on Schedule III hereto.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule I-C hereto, and (b) all renewals thereof.

"Trademark License" means any Contract providing for the grant by or to the Company of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule I-C hereto.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Company hereby grants to the Administrative Agent, for the ratable benefit of the Administrative Agent, the Co-Arrangers and the Banks, a security interest in all of the following property now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Contracts;
- (iv) all Copyrights;
- (v) all Copyright Licenses;
- (vi) all Documents;
- (vii) all Equipment;
- (viii) all General Intangibles;
- (ix) all Hydrocarbons;
- (x) all Instruments;
- (xi) all Inventory;
- (xii) all Patents;

- (xiii) all Patent Licenses;
- (xiv) all Trademarks;
- (xv) all Trademark Licenses; and
- (xvi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

3. Rights of the Administrative Agent, the Co-Arrangers and the Banks; Limitations on the Administrative Agent's, the Co-Arrangers' and the Banks' Obligations.

(a) Company Remains Liable under Accounts and Contracts. Anything herein to the contrary notwithstanding, the Company shall remain liable under each of the Accounts and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account and in accordance with and pursuant to the terms and provisions of each such Contract. Neither the Administrative Agent, any Co-Arranger nor any Bank shall have any obligation or liability under any Account (or any agreement giving rise thereto) or under any Contract by reason of or arising out of this Security Agreement or the receipt by the Administrative Agent, any such Co-Arranger or any such Bank of any payment relating to such Account or Contract pursuant hereto, nor shall the Administrative Agent, any Co-Arranger or any Bank be obligated in any manner to perform any of the obligations of the Company under or pursuant to any Account (or any agreement giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Account Debtors and Contracting Parties. Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, the Company shall notify account debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Administrative Agent, the Co-Arrangers and the Banks and that payments in respect thereof shall be made directly to the Administrative Agent. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may in its own name or in the name of others communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts.

(c) Analysis of Accounts. The Administrative Agent shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Company shall furnish all such assistance and information as the Administrative Agent may reasonably require in connection therewith. At any time and from time to time, upon the Administrative Agent's reasonable request and at the expense of the Company, the Company shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.

(d) Collections on Accounts. The Administrative Agent hereby authorizes the Company to collect the Accounts; provided, however, that the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by the Company, shall be forthwith (and, in any event, within two Business Days) deposited by the Company in the exact form received, duly endorsed by the Company to the Administrative Agent if required, in a special collateral account maintained by the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Administrative Agent, the Co-Arrangers and the Banks only, as hereinafter provided, and, until so turned over, shall be held by the Company in trust for the Administrative Agent, the Co-Arrangers and the Banks, segregated from other funds of the Company. Each deposit of any such Proceeds shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit. All Proceeds constituting collections of Accounts while held by the Administrative Agent (or by the Company in trust for the Administrative Agent, the Co-Arrangers and the Banks) shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied as hereinafter provided. At such intervals as may be agreed upon by the Company and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent shall apply all or any part of the funds on deposit in said special collateral account on account of the Obligations in accordance with the terms of the Credit Agreement, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Administrative Agent to the Company or to whomsoever may be lawfully entitled to receive the same. At the Administrative Agent's request, the Company shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including, without limitation, all original orders, invoices and shipping receipts.

4. Representations and Warranties. The Company hereby represents and warrants that:

(a) Title; No Other Liens. Except for the Lien granted to the Administrative Agent for the ratable benefit of the Administrative Agent, the Co-Arrangers and the Banks pursuant to this Security Agreement and the other Liens permitted to exist on the Collateral pursuant to the Credit Agreement, the Company owns each item of the Collateral free and clear of any and all Liens of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Administrative Agent, for the ratable benefit of the Administrative Agent, the Co-Arrangers and the Banks, pursuant to this Security Agreement or as may be permitted pursuant to the Credit Agreement.

(b) Perfected First Priority Liens. The Liens granted pursuant to this Security Agreement constitute perfected Liens on the Collateral in favor of the Administrative Agent, for the ratable benefit of the Administrative Agent, the Co-Arrangers and the Banks, (except, in the case of Pipeline and Gas Processing Equipment and vehicles covered by a certificate of title, to the extent perfection cannot be accomplished by a filing under the Uniform Commercial Code in the relevant jurisdiction) which are prior to all other Liens on the Collateral (except for Liens permitted by the Credit Agreement) and which are enforceable as such against all creditors of and purchasers from the Company and against any owner or purchaser of the real property where any of the Equipment is located and any present or future creditor obtaining a Lien on such real property.

(c) Accounts. The amount represented by the Company to the Administrative Agent, the Co-Arrangers or the Banks from time to time as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be in all material respects the correct amount actually owing by such account debtor or debtors thereunder. No amount payable to the Company under or in connection with any Account is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent. The place where the Company keeps its records concerning the Accounts is 110 West 7th Street, Tulsa, Oklahoma 74119.

(d) Contracts. Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, (i)

except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally or (ii) except to the extent the failure to satisfy the foregoing requirement could not reasonably be expected to have a material adverse effect on the value of the Collateral taken as a whole or in the aggregate impose materially adverse conditions upon the Liens contemplated hereby. Except as set forth on Schedules 6.3, 6.21, 6.22 and 7.1(1) to the Credit Agreement, no consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by any party thereto other than (i) those which have been duly obtained, made or performed and are in full force and effect or (ii) consents which if not obtained could not reasonably be expected to have a material adverse effect on the value of the Collateral taken as a whole or in the aggregate impose materially adverse conditions upon the Liens contemplated hereby. Except as set forth on Schedules 6.21 and 6.22 to the Credit Agreement, neither the Company nor (to the best of the Company's knowledge) any other party to any Joint Operating Agreement or Material Gas Contract is in default or is likely to become in default in the performance or observance of any of the terms thereof, except for defaults which, in the aggregate, could not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 6.5 or 6.9 to the Credit Agreement, the right, title and interest of the Company in, to and under the Contracts are not subject to any defenses, offsets, counterclaims or claims which would in the aggregate have a materially adverse effect on the value of the Collateral taken as a whole or in the aggregate impose materially adverse conditions upon the Liens contemplated hereby, nor have any of the foregoing been asserted or alleged against the Company as to any Contract which would have the consequences described in this sentence. The Company has made available for review by the Administrative Agent a complete and correct copy of each Contract, including all amendments, supplements and other modifications thereto. No amount payable to the Company under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(e) Specified Contracts. Each Specified Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, (i) except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or

similar laws affecting the enforcement of creditor's rights generally or (ii) except to the extent the failure to satisfy the foregoing requirement could not reasonably be expected to have a material adverse effect on the Principal Facility relating to such Specified Contract. No material consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of each Specified Contract by any party thereto, except (i) as set forth on Schedule 7.1(1) to the Credit Agreement, (ii) as have been obtained or made and are in full force and effect, (iii) to the extent that any of the foregoing are not required under the relevant Requirements of Law to be obtained or made prior to the date on which this representation and warranty is made or deemed made and (iv) to the extent the failure to satisfy the foregoing requirement could not reasonably be expected to have a material adverse effect on the value of the Principal Facility relating to such Specified Contract. Except as set forth on Schedule 6.22 of the Credit Agreement, the Company is not in default and is not likely to become in default in the performance or observance of any of the material terms of any Specified Contract, except to the extent that such default could not reasonably be expected to have a material adverse effect on the Principal Facility relating to such Specified Contract. Except as set forth on Schedule 6.5 or 6.9 to the Credit Agreement, the right, title and interest of the Company in, to and under each Specified Contract are not subject to any material defense, offset, counterclaim or claim which would materially adversely affect the Principal Facility relating to such Specified Contract, nor have any of the foregoing been asserted or alleged against the Company as to any Specified Contract, except to the extent that any of the foregoing could not reasonably be expected to have a material adverse effect on the Principal Facility relating to such Specified Contract.

(f) Inventory and Equipment. The Inventory and the Equipment (other than Pipeline and Gas Processing Equipment) are kept at the locations listed on Schedule II-A hereto. The Pipeline and Gas Processing Equipment is located in the counties listed on Schedule II-B hereto.

(g) Chief Executive Office. The Company's chief executive office and chief place of business shall be located at 110 West 7th Street, Tulsa, Oklahoma 74119.

(h) Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

(i) Copyrights, Patents and Trademarks. Schedule I-A hereto includes all registered Copyrights and Copyright Licenses owned by the Company in its own name on the date hereof. Schedule I-B hereto includes all Patents and Patent Licenses owned by the Company in its own name as of the date hereof. Schedule I-C hereto includes all Trademarks and Trademark Licenses owned by the Company in its own name as of the date hereof.

(j) Governmental Obligors. None of the obligors on any Accounts, and none of the parties to any Company Agreement, is a Governmental Authority, except for Accounts and Company Agreements relating to immaterial sales of natural gas and NGL and providing for payments to the Company of an amount not exceeding \$200,000 in any calendar year (or, subject to compliance by the Company with the provisions of Section 5(r), such greater amount as shall have been disclosed in writing by the Company to the Administrative Agent).

(k) Consents. Except as disclosed on Schedule 6.21, 6.22 or 7.1(1) to the Credit Agreement, or disclosed to the Administrative Agent from time to time after the Closing Date in writing, no consent of a party (other than the Company) to (i) any Company Agreement among the Company and one or more OXY Parties (as defined in the Consent to Assignment of Contracts of even date herewith, made by said OXY Parties in favor of the Administrative Agent), (ii) any Joint Operating Agreement or (iii) any Material Gas Contract listed on Schedule 6.22 to the Credit Agreement, is required, or purports to be required, in connection with the grant of a security interest in the Company's right, title and interest in each such Company Agreement or in connection with the execution, delivery and performance of this Security Agreement, except those which have been obtained and are in full force and effect.

5. Covenants. The Company covenants and agrees with the Administrative Agent, the Co-Arrangers and the Banks that, from and after the date of this Security Agreement until the Obligations are paid in full and the Commitments are terminated:

(a) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of the Company, the Company will promptly and duly execute and deliver such further instruments and documents and take such further action as the Administrative Agent may reasonably request for

the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby. The Company also hereby authorizes the Administrative Agent to file any such financing or continuation statement without the signature of the Company to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Administrative Agent, duly endorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Security Agreement.

(b) Indemnification. The Company agrees to pay, and to save the Administrative Agent, the Co-Arrangers and the Banks harmless from, any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any Requirement of Law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Administrative Agent, any Co-Arranger or any Bank under any Account or Contract for any sum owing thereunder, or to enforce any provisions of any Account or Contract, the Company will save, indemnify and keep the Administrative Agent, each such Co-Arranger and each such Bank harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Company.

(c) Maintenance of Records. The Company will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the

Accounts in accordance with GAAP. The Company will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby. For the Administrative Agent's, the Co-Arrangers' and the Banks' further security, the Administrative Agent, for the ratable benefit of the Administrative Agent, the Co-Arrangers and the Banks, shall have a security interest in all of the Company's books and records pertaining to the Collateral, and the Company shall make any such books and records available to the Administrative Agent or to its representatives during normal business hours at the request of the Administrative Agent.

(d) Right of Inspection. The Administrative Agent and the Banks shall at all times have full and free access during normal business hours upon reasonable prior notice to the Company to all the books, correspondence and records of the Company, and the Administrative Agent and the Banks and their respective representatives may examine the same, take extracts therefrom and make photocopies thereof, and the Company agrees to render to the Administrative Agent and the Banks, at the Company's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Administrative Agent and the Banks and their respective representatives shall upon reasonable prior notice to the Company at all times during normal business hours also have the right to enter into and upon any premises where any of the Inventory or Equipment (other than Pipeline and Gas Processing Equipment not situated on a Mortgaged Property) is located for the purpose of inspecting the same, observing its use or otherwise protecting their interests therein; provided, however, that, with respect to any of the Pipeline and Gas Processing Equipment not situated on a Mortgaged Property, the Company shall use its commercially reasonable efforts to provide the Administrative Agent and the Banks and their respective representatives with access to enter into and upon any premises where such Equipment is located for the purpose of inspecting the same, observing its use or otherwise protecting their interests therein.

(e) Compliance with Laws, etc. The Company will comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof or to the operation of the Company's business, except for such violations as could not reasonably be expected to have a Material Adverse Effect; provided, however, that the Company may contest any Requirement of Law in any reasonable manner which shall not, in the sole opinion of the Administrative Agent, have a material

adverse effect on the Administrative Agent's, the Co-Arrangers' or the Banks' rights or the priority of their Liens on the Collateral in the aggregate.

(f) Compliance with Terms of Contracts, etc. The Company will perform and comply in all material respects with all its obligations under the Contracts and all its other Contractual Obligations relating to the Collateral, except to the extent that (i) in the case of the Specified Contracts, failure to comply therewith could not reasonably be expected to have a material adverse effect on the Principal Facility relating to such Specified Contract and (ii) in the case of all Contracts, failure to comply therewith could not in the aggregate reasonably be expected to have a Material Adverse Effect.

(g) Limitation on Liens on Collateral. The Company will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby and other than as permitted pursuant to the Credit Agreement, and will defend the right, title and interest of the Administrative Agent, the Co-Arrangers and the Banks in and to any of the Collateral against the claims and demands of all Persons whomsoever.

(h) Limitations on Dispositions of Collateral. The Company will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as permitted pursuant to the Credit Agreement.

(i) Limitations on Modifications, Waivers, Extensions of Contracts and Agreements Giving Rise to Accounts. The Company will not (i) except, in the case of Contracts other than Specified Contracts, in the ordinary course of business as conducted on the date hereof, amend, modify, terminate or waive any provision of any Contract or any agreement giving rise to an Account in any manner which could reasonably be expected to materially adversely affect the value of such Contract or Account as Collateral, (ii) fail to exercise promptly and diligently each and every material right which it may have under each Contract and each agreement giving rise to an Account, as the same may be modified pursuant to clause (i) of this Section 5(j) (other than any right of termination) or (iii) fail to deliver to the Administrative Agent a copy of each demand, notice or document that is material to the interests of the Administrative Agent or the Banks under this Security Agreement received by it relating in any way to any Contract or any agreement

giving rise to an Account. Notwithstanding the foregoing provisions of this paragraph, the Company may, in its reasonable business judgment, take or fail to take any of the above actions, so long as such action or failure to act does not (x) adversely affect the value of any Collateral which is material in relation to the aggregate value of the Collateral or (y) have a material adverse effect on the Principal Facility (if any) relating to the relevant Account or Contract.

(j) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business as generally conducted by the Company over a period of time, the Company will not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon.

(k) Maintenance of Equipment. The Company will maintain each item of Equipment (other than obsolete or worn out Equipment) in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose.

(l) Maintenance of Insurance. The Company will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) insuring the Company, the Administrative Agent, the Co-Arrangers and the Banks against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same general area by companies engaged in the same or similar businesses, with losses payable to the Company, the Administrative Agent, the Co-Arrangers and the Banks as their respective interests may appear. All such insurance shall (i) if covering property, contain a breach of warranty clause in favor of the Administrative Agent, the Co-Arrangers and the Banks, (ii) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent, the Co-Arrangers and the

Banks of written notice thereof, and (iii) name the Administrative Agent, the Co-Arrangers and the Banks as additional insured parties. The Company shall deliver to the Administrative Agent, the Co-Arrangers and the Banks a report of a reputable insurance broker with respect to such insurance during the month of January in each calendar year and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

(m) Further Identification of Collateral. The Company will, if requested by the Administrative Agent, furnish to the Administrative Agent, the Co-Arrangers and the Banks from time to time as often as the Administrative Agent reasonably requests statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(n) Notices. The Company will advise the Administrative Agent promptly, in reasonable detail, at its address set forth in the Credit Agreement, (i) of any material Lien (other than Liens created hereby or permitted under the Credit Agreement) on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(o) Changes in Locations, Name, etc. The Company will not (i) change the location of its chief executive office/chief place of business from that specified in Section 4(f) or remove its books and records from the location specified in Section 4(c), except to the extent that the Company shall have given the Administrative Agent 30 days prior written notice of such change, (ii) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedules II-A and II-B hereto except to the extent that the Company shall have given the Administrative Agent 30 days prior written notice of such change or (iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Security Agreement would become seriously misleading, unless it shall have given the Administrative Agent at least 30 days prior written notice thereof.

(p) Patents and Trademarks.

(i) The Company (either itself or through licensees) will, except with respect to any Trademark that the Company shall reasonably determine is not material to the business or operations of the Company, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Administrative Agent, the Co-Arrangers and the Banks, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) The Company will not, except with respect to any Patent that the Company shall reasonably determine is not material to the business or operations of the Company, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(iii) The Company will notify the Administrative Agent immediately if it knows, or has reason to know, that any application relating to any material Patent or material Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding the Company's ownership of any Patent or Trademark or its right to register the same or to keep and maintain the same.

(iv) Whenever the Company, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, the Company shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, the Company shall execute and

deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's, the Co-Arrangers' and the Banks' security interest in any Patent or Trademark and the goodwill and general intangibles of the Company relating to such Trademark or represented thereby, and the Company hereby constitutes the Administrative Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full and the Commitments are terminated.

(v) The Company will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant Trademark or Patent) and to maintain each registration of the Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability as to all Trademarks and paying maintenance fees as to all Patents, except with respect to any Patent or Trademark which is not material to the Company's business or operations.

(vi) In the event that any Patent included in the Collateral is infringed or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, the Company shall promptly notify the Administrative Agent after it learns thereof and shall, unless the Company shall reasonably determine that such Patent or Trademark is not material to the business or operations of the Company which determination the Company shall promptly report to the Administrative Agent promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as the Company shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

(q) Copyrights.

(i) The Company (either itself or through licensees) will (A) employ the Copyright for each published material work with an appropriate notice of copyright and (B) not (and not permit any licensee or sublicensee thereof) do any act or knowingly omit to do

any act whereby any material Copyright may become invalidated.

(ii) The Company will not (either itself or through licensees) do any act, or omit to do any act, whereby any material Copyright may become injected into the public domain.

(iii) The Company shall notify the Administrative Agent immediately if it knows, or has reason to know, that any material Copyright may become injected into the public domain or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any court or tribunal in the United States or any other country) regarding the Company's ownership of any such Copyright or its validity.

(iv) Unless the Administrative Agent otherwise consents, the Company will submit to the United States Copyright Office or other applicable Governmental Authority for registration or recordation, as applicable, either (i) a completed application for the registration of each copyrightable written or graphic material which is material to Company's business (each a "Work") acquired or created by it with respect to which the Company or any Subsidiary owns the Copyright or (ii) any appropriate assignment to the Company of an interest acquired by it in such Work (if the Company has acquired by assignment the entire right, title and interest in the Copyright, or any portion thereof, in such work), and will use its best efforts to comply with all requirements of the federal Copyright Act and the rules and regulations thereunder, as from time to time in effect, or other applicable law necessary validly to register the ownership by it of the Copyright to such Work or record the transfer to it in whole or in part of Copyright ownership to such Work with the United States Copyright Office or other applicable Governmental Authority. The Company will submit to the Administrative Agent on a semi-annual basis (or, if the Administrative Agent so requests in writing, more often) a document confirming the Administrative Agent's security interest in any material registered Copyright with respect to any Work with respect to which the Company acquires the Copyright, duly executed and in proper form for recordation in the United States Copyright Office or other applicable Governmental Authority. The Company will promptly make the required submissions to the United States Copyright Office or other applicable Governmental Authority for registration of its claim with respect to Works with respect to which the Company owns or acquires the Copyright and in any event not

more than 90 days following the release in the principal market for such Work.

(v) The Company will promptly notify the Administrative Agent of any infringement, of any material Copyright owned by the Company of which it becomes aware and will take such actions as it shall reasonably deem appropriate under the circumstances to protect such Copyright, including, where appropriate, the bringing of suits for infringement, seeking injunctive relief and seeking to recover any and all damages for such infringement or take such other actions as the Company deems appropriate under the circumstances to protect such Copyright.

(r) Government Accounts and Agreements. If at any time the aggregate payments made to the Company pursuant to the Accounts and Company Agreements referred to in Section 4(j) ("Government Accounts and Agreements") exceed \$200,000 in any calendar year, the Company shall, from and after the date on which such payments first exceed such amount (regardless of whether the aggregate amount of such payments shall equal less than \$200,000 in any subsequent calendar year), deliver to the Administrative Agent such assignments, notices of assignment and other documents or information as shall be necessary or otherwise requested by the Administrative Agent to permit the assignment hereunder of all Government Accounts and Agreements pursuant to all applicable Requirements of Law (including, without limitation, the Assignment of Claims Act of 1940, as amended).

6. Administrative Agent's Appointment as Attorney-in-Fact.

(a) Powers. The Company hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Company hereby gives the Administrative Agent the power and right, on behalf of the Company, without assent by the Company, but with concurrent notice that the Administrative Agent has exercised its rights under this Section 6, to do the following:

(i) in the case of any Account, at any time when the authority of the Company to collect the Accounts has been

curtailed or terminated pursuant to the first sentence of Section 3(d) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of the Company or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Company with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; (G) to assign any Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and the Company's expense, at any time, or

request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at the Company's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent, the Co-Arrangers and the Banks hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in accordance with the terms of the Credit Agreement, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need the Administrative Agent account for the surplus, if any, to the Company. To the extent permitted by applicable law, the Company waives all claims, damages and demands it may acquire against the Administrative Agent, any Co-Arranger or any Bank arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Company shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent, any Co-Arranger or any Bank to collect such deficiency.

10. Limitation on Duties Regarding Preservation of Collateral. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Bank, nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Company or otherwise.

11. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable until payment in full of the Obligations and termination of the Commitments and powers coupled with an interest.

12. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such

prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

14. No Waiver; Cumulative Remedies. Neither the Administrative Agent, any Co-Arranger nor any Bank shall by any act (except by a written instrument pursuant to Section 15 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Bank, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent, any Co-Arranger or any Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent, such Co-Arranger or such Bank would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

15. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument in accordance with subsection 12.1 of the Credit Agreement. This Security Agreement shall be binding upon the successors and assigns of the Company and shall inure to the benefit of the Administrative Agent, the Co-Arrangers and the Banks and their respective successors and assigns.

16. Notices. All notices requests and demands given hereunder shall be given in accordance with the Credit Agreement.

17. Authority of Administrative Agent. The Company acknowledges that the rights and responsibilities of the Administrative Agent under this Security Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Administrative Agent, the Co-Arrangers and the Banks, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Company, the Administrative Agent shall be conclusively presumed to be acting

as agent for the Co-Arrangers and the Banks with full and valid authority so to act or refrain from acting, and the Company shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

18. Integration. This Security Agreement represents the agreement of the Company with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent, any Co-Arranger or any Bank relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

19. GOVERNING LAW. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE COMPANY UNDER THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered as of the date first above written.

TRIDENT NGL, INC.

By J.D. Surt
Title: Vice President

No. of Rental Payment	Payment Date	% of Total Aggregate Rentals (*)	No. of Rental Payment	Payment Date	% of Total Aggregate Rentals (*)
27		93.953621	87		64.025970
28		93.572089	88		63.417298
29		93.180091	89		62.805655
30		92.785090	90		62.193546
31		92.388202	91		61.577837
32		91.984073	92		60.959473
33		91.577554	93		60.339947
34		91.169058	94		59.716764
35		90.753230	95		59.090868
36		90.334921	96		58.463751
37		89.914542	97		57.832917
38		89.486737	98		57.199310
39		89.056357	99		56.564423
40		88.623812	100		55.925758
41		88.183018	101		55.285017
42		87.740188	102		54.644045
43		87.295093	103		53.999247
44		86.844022	104		53.351893
45		86.391025	105		52.703150
46		85.935684	106		52.050520
47		85.474286	107		51.395273
48		85.010881	108		50.738576
49		84.545050	109		50.077929
50		84.073080	110		49.414603
51		83.599021	111		48.749763
52		83.122451	112		48.080910
53		82.638485	113		47.409954
54		82.152512	114		46.738323
55		81.663934	115		46.062625
56		81.169505	116		45.384192
57		80.672809	117		44.703920
58		80.173422	118		44.019513
59		79.668101	119		43.332304
60		79.160426	END OF LEASE		42.643186

(*) Does not include any rent payment or other amount then due.

Initialed:

Initial
Here
[Signature]
(Lessee)

Exhibit 2 to Schedule No. 5 to
Master Tax Lease
Dated September 30, 1991
Between Caterpillar Financial Services Corporation
And INLAND STEEL COMPANY

CASUALTY VALUE

Description : (3) Peoria Locomotive Works SC-15A Switcher Locomotives
S/N: 148-93
S/N: 149-93
S/N: 151-93
Monthly Rental Payment: \$6,973.00 each

The Casualty Value of each Unit shall be an amount equal to the percentage of the total aggregate rents due under the lease set forth opposite the number of the rent payment due on the next rent payment date following the Casualty Occurrence. If the Casualty Occurrence takes place after the last rent payment date, the Casualty Value shall be an amount equal to the percentage of the total aggregate rent set forth opposite such last rental payment number.

No. of Rental Payment	Payment Due Date	% of Total Aggregate Rentals (*)	No. of Rental Payment	Payment Due Date	% of Total Aggregate Rentals (*)
1		102.104495	61		78.649975
2		101.873672	62		78.133501
3		101.625872	63		77.614586
4		101.377349	64		77.092808
5		101.114867	65		76.563972
6		100.846494	66		76.032776
7		100.577236	67		75.498618
8		100.296600	68		74.958738
9		100.011752	69		74.416231
10		99.725888	70		73.870674
11		99.428516	71		73.319305
12		99.126800	72		72.765219
13		98.823935	73		72.207991
14		98.509429	74		71.644860
15		98.190442	75		71.078919
16		97.870172	76		70.509743
17		97.536416	77		69.935252
18		97.198225	78		69.359083
19		96.858596	79		68.779597
20		96.509988	80		68.195930
21		96.158262	81		67.610334
22		95.804993	82		67.021346
23		95.442636	83		66.428104
24		95.077055	84		65.832856
25		94.709820	85		65.234143
26		94.333388	86		64.631097

as agent for the Co-Arrangers and the Banks with full and valid authority so to act or refrain from acting, and the Company shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

18. Integration. This Security Agreement represents the agreement of the Company with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent, any Co-Arranger or any Bank relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

19. GOVERNING LAW. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE COMPANY UNDER THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered as of the date first above written.

TRIDENT NGL, INC.

By J.D. Suut
Title: Vice President

C. **Purchase Option:** If no Event of Default shall have occurred and be continuing, Lessee may, by notice delivered to Lessor not less than sixty days prior to the end of the term of the Lease with respect to any Unit, elect to purchase at the end of such term such Unit for the "Purchase Option Price" set forth in Section A hereof. Lessor and Lessee agree that said Purchase Option Price constitutes a reasonable estimate of the fair market value of such Unit at the end of such term. Upon receipt of the Purchase Option Price, plus any taxes due in connection with the sale of such Unit, Lessor shall deliver to Lessee a bill of sale (without warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit.

D. **Utilization Date:** March 31, 19 94.

E. **Interest Rate on Late Payments:** The lesser of 5 % per month or the highest legal contract rate of interest.

F. **Location of Units (street address, city, county & state):** 3210 Watling Street
East Chicago, Lake, IN 46312

G. **Tax Indemnity:** The Lease is entered into on the basis that Lessor shall be entitled to an investment credit equal to 0 % of the purchase price (including freight and any sales tax capitalized as part of such Unit's cost) of each Unit and annual capital cost recovery deductions with respect to each Unit for property with a recovery period of 7 years.

H. **Special Provisions:** The following Riders are a part of the Lease:

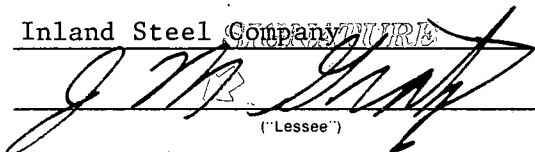
Furthermore, not less than 6 months prior to the end of the term of the Lease with respect to any Unit, Lessee may elect to extend the term of the Lease with respect to such Unit based on the following payment schedule expressed as a percentage of original Lease payments:

<u>Period of Extension</u>	<u>Model</u>
Month-to-Month	100%
60 Months	75%

Bill of Sale

This Schedule is dated as of Dec 17, 19 93.

Inland Steel Company


("Lessee")

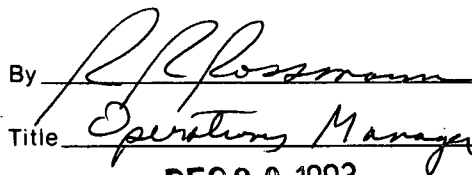
By J. M. Gratz

Title Vice-President

Date 12/17, 19 93

Address: 30 West Monroe Street
Chicago, IL 60603

CATERPILLAR FINANCIAL SERVICES CORPORATION
("Lessor")

By 
Title Operations Manager
Date DEC 20 1993, 19 93

Address: 3322 West End Avenue
Nashville, TN 37203-0990

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

3322 West End Avenue Nashville, TN 37203-0990

RECORDATION NO. 17559-17 FILED 1425

JAN 31 1994 - 9 35 AM

CAT VALUE OPTION SCHEDULE NO. 5 TO CAT MASTER TAX LEASE.DATED AS OF September 30, 19 91BETWEEN CATERPILLAR FINANCIAL SERVICES CORPORATION AND
Inland Steel Company

INTERSTATE COMMERCE COMMISSION

A. Description of Units**Rental Rate****Purchase
Option Price**3 New Peoria Locomotive Works SC-15A
Switcher Locomotives
Serial Numbers: 148-93/149-93/151-93

\$6,973.00 each

\$329,700.00 each

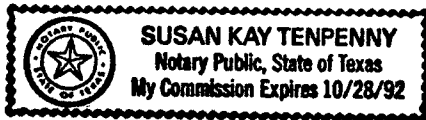
B. Term and Rental: The Lease term for each Unit shall commence on the Delivery Date in respect thereof and shall continue for 120 months. During the Lease term, Lessee shall pay rental in ~~advance~~ ^{arrears} for each Unit, at the rate set forth in Section A hereof for such Unit, in consecutive monthly installments commencing on (i) the fifteenth day of the month in which the Delivery Date occurs, with respect to Units for which the Delivery Date is one of the first fifteen days of a calendar month, or (ii) the first day of the month following the month in which the Delivery Date occurs, with respect to Units for which the Delivery Date is subsequent to the fifteenth day of a calendar month.

DEC 20 1993

STATE OF TEXAS)

COUNTY OF Dallas) SS:

On October 4, 1991, before me personally came Jack D. Furst, to me known, who, by me duly sworn, did depose and say that deponent resides at 4317 Hanover Street, Dallas, Texas 75225, deponent is Vice President of TRIDENT NGL, INC., the corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of such corporation and that it was so affixed by order of the Board of Directors of such corporation; and that deponent signed deponent's name thereto by like order.



Susan Kay Tenpenny
Notary Public

ACKNOWLEDGMENT

STATE OF Indiana)

COUNTY OF Lake)

On this 19th day of December 1993, before me personally came and appeared Jay M. Gratz known to me, who being by me duly sworn, did say that he resides in Chicago, IL, that he is Vice-President of Inland Steel Company, and acknowledged that he executed the foregoing instrument pursuant to the authorization of the Board of Directors of Inland Steel Company, for the purposes therein contained and in the capacities therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the date and year last above written.

Joanne M. Gruszkowski
Notary Public
Joanne M. Gruszkowski



JAN 25 1994

Schedule I-A to
Company Security Agreement

COPYRIGHTS AND COPYRIGHT LICENSES

NONE

Schedule I-B to
Company Security Agreement

PATENTS AND PATENT LICENSES

NONE

Schedule I-C to
Company Security Agreement

TRADEMARKS AND TRADEMARK LICENSES

NONE

LOCATION OF INVENTORY AND EQUIPMENT
(OTHER THAN PIPELINE AND GAS PROCESSING EQUIPMENT)

<u>FACILITY</u>	<u>ADDRESS</u>	<u>COUNTY</u>	<u>STATE</u>
ADAIR	AMERADA PETROLEUM CORP. BOX 311 BROWNFIELD, TEXAS 97316	TERRY	TX
AMBROSE	OXY USA INC. BOX 391 BLACKWELL, OKLA 74631	KAY	OK
BEAR WALLOW	ENDEVCO NATURAL GAS CO. CORNERSTONE PLAZA 8080 N. CENTRAL EXPRESSWAY DALLAS, TEXAS 75206	BRAZORIA	TX
BLUITT	OXY USA INC. GENERAL DELIVERY MILNESAND, NM 88125	ROOSEVELT	NM
BRYANS MILL	SHELL OIL COMPANY BOX 36 DOUGLASSVILLE, TX 75560	CASS	TX
BURTON FLATS	OXY USA INC. BOX 939 CARLSBAD, NM 88220	EDDY	NM
CALUMET	SHELL OIL COMPANY P.O. BOX 299 PATTERSON, LA 70392	ST. MARYS	LA
CAMERON	OXY USA INC. HC 69, BOX 178 CAMERON, LA 70631	CAMERON	LA
CAMRICK	TEXACO, INC R.R. 1 BALKO, OK 73931	BEAVER	OK
CHENEY	OXY USA INC. R.R. 2, BOX 98 CHENEY, KS 67025	KINGMAN	KS
CHICO	OXY USA INC. BOX 68 CHICO, TX 76030	WISE	TX
CORNEY BAYOU	DALTON J. WOODS SUITE 505, AMERICAN TOWER SHREVEPORT, LA 71101	UNION	LA
DIAMOND M	ORYX ENERGY COMPANY ARAH ROUTE SNYDER, TX 79549	SCURRY	TX
DOLLARHIDE	UNOCAL BOX 120, STAR ROUTE JAL, NM 88252	ANDREWS	TX

LOCATION OF INVENTORY AND EQUIPMENT
(OTHER THAN PIPELINE AND GAS PROCESSING EQUIPMENT)

<u>FACILITY</u>	<u>ADDRESS</u>	<u>COUNTY</u>	<u>STATE</u>
EAST TEXAS	OXY USA INC. P.O. BOX 5480 LONGVIEW, TX 75608	GREGG	TX
EUSTACE	OXY USA INC. TR. 2, BOX 152 EUSTACE, TEXAS 75124	HENDERSON	TX
FLATROCK CREEK	OXY USA INC. P.O. DRAWER 750 GRAHAM, TX 76046	YOUNG	TX
GRAHAM	OXY USA INC. P.O. DRAWER 750 GRAHAM, TX 76046	YOUNG	TX
GRAND CHENIER	CONOCO P.O. BOX 5 GRAND CHENIER, LA 70643	CAMERON	LA
HACKBERRY STORAGE	OXY USA INC. MRH BOX 215 HACKBERRY, LA 70645	CAMERON	LA
HACKBERRY TERMINAL	OXY USA INC. MRH BOX 215 HACKBERRY, LA 70645	CAMERON	LA
HALLEY	SID RICHARDSON CARBON BOX 964 KERMIT, TX 79745	WINKLER	TX
HAMLIN	CONOCO, INC. P.O. BOX 408 HAMLIN, TX 79520	FISHER	TX
HUTCHINSON FRAC FAC	OXY USA INC. 1910 S. BROADACRES RD. HUTCHINSON, KS 67505	RENO	KS
HUTCHINSON STORAGE	OXY USA INC. 1910 S. BROADACRES RD. HUTCHINSON, KS 67505	RENO	KS
LAVERNE	ORYX ENERGY CO BOX 450 LAVERNE, OK 73848	HARPER	OK
LEFORS	OXY USA INC. BOX 387 LEFORS, TX 79054	GRAY	TX
LK CHARLES FRAC FAC	OXY USA INC. LAKE CHARLES FRACTIONATOR 520 W, HWY. 108 SULPHUR, LA 70663	CALCASIEU	LA

LOCATION OF INVENTORY AND EQUIPMENT
(OTHER THAN PIPELINE AND GAS PROCESSING EQUIPMENT)

FACILITY	ADDRESS	COUNTY	STATE
LOWRY	OXY USA INC. HCR 63, BOX 184 LAKE ARTHUR, LA 70549	CAMERON	LA
MAYSVILLE	TEXACO, INC. BOX 846 MAYSVILLE, OK 73057	GARVIN	OK
MIDWAY	OXY USA INC. R.R. 2, BOX 98 CHENEY, KS 67025	KINGMAN	KS
MOORELAND	AMOCO PRODUCTION INC R.R. #2, BOX 125 MOORELAND, OK 73852	WOODWARD	OK
MURDOCK	OXY USA INC. ROUTE 3, BOX 63 HOOKER, OK 73945	TEXAS	OK
MYRTLE SPRINGS	OXY USA INC. P.O. BOX 576 CANTON, TX 75103	VAN ZANDT	TX
NORTH COWDEN	AMOCO PRODUCTION CO P.O. BOX 4072 ODESSA, TX 79760	ECTOR	TX
ROBERTS RANCH	OXY USA INC. BOX 4152 ODESSA, TX 79760	MIDLAND	TX
RODMAN	OXY USA INC. ROUTE 1, BOX 112 WAUKOMIS, OK 73773	GARFIELD	OK
SNYDER	ORYX ENERGY CO ARAH ROUTE SNYDER, TX 79549	SCURRY	TX
SPIVEY	OXY USA INC BOX 367 ATTICA, KS 67009	HARPER	KS
TRENTON COMP. STATION	OXY USA INC. BOX 367 ATTICA, KS 67009	KINGMAN	KS
WEST SEMINOLE	OXY USA INC. BOX 239 SEMINOLE, TX 79360	GAINES	TX
WILBURTON	OXY USA INC. ROUTE 3, BOX 63 HOOKER, OK 73945	MORTON	KS

LOCATION OF INVENTORY AND EQUIPMENT
(OTHER THAN PIPELINE AND GAS PROCESSING EQUIPMENT)

<u>FACILITY</u>	<u>ADDRESS</u>	<u>COUNTY</u>	<u>STATE</u>
YSCLOSKEY	WARREN PETROLEUM CO GENERAL DELIVERY ST. BERNARD, LA 70085	ST. BERNARD	LA

LOCATION OF PIPELINE AND GAS PROCESSING EQUIPMENT

<u>FACILITY\SYSTEM</u>	<u>COUNTY\PARISH</u>	<u>STATE</u>
Adair	Terry	Texas
Ambrose	Kay	Oklahoma
Bear Wallow	Brazoria	Texas
Bluitt	Cochran	Texas
	Chaves	New Mexico
	Lea	
	Roosevelt	
Bryans Mill	Cass	Texas
Burton Flats	Eddy	New Mexico
Calumet	St. Mary's	Louisiana
Cameron	Cameron	Louisiana
	Acadia	
	Calcasieu	
	Cameron	
	Jefferson	
	Lafayette	
	Vermilion	
Camrick	Beaver	Oklahoma
Cheney	Kingman	Kansas
Chico	Jack	Texas
	Wise	
	Clay	
	Montague	
	Palo Pinto	
	Parker	
Corney Bayou	Union	Louisiana
Crystal	Stephens	Texas
Diamond M	Scurry	Texas
Dollarhide	Andrews	Texas
	Lea	New Mexico
East Texas	Gregg	Texas
	Upshur	
Flatrock Creek	Young	Texas
	Stephens	
Garrett	Kay	Oklahoma
	Noble	
Graham	Young	Texas
	Jack	
	Archer	
Grand Chenier	Cameron	Louisiana
Hackberry Storage	Cameron	Louisiana
Hackberry Terminal	Cameron	Louisiana

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LOCATION OF PIPELINE AND GAS PROCESSING EQUIPMENT

<u>FACILITY</u> <u>SYSTEM</u>	<u>COUNTY</u> <u>PARRISH</u>	<u>STATE</u>	
Hodman	Blaine Kingfisher Garfield Majors	Oklahoma	
Snyder	Scurry Borden Kent Garza	Texas	Ea Co ti Co
Spivey	Kingman Harper	Kansas	1.
Trenton Comp. Station	Kingman	Kansas	2.
West Seminole	Gaines	Texas	
Wilburton	Morton	Kansas	3.
Yscloskey	St. Bernard	Louisiana	
Stinnett	Moore	Texas	4.
OXY NGL Pipeline, Inc.	Calcasieu Cameron Orange Liberty Chambers Hardin Jefferson	Louisiana Texas	
Kansas Gas Supply	Harvey Sedgwick Kingman Pratt Barber Kiowa Comanche Ford	Kansas	

August 29, 1991

Schedule III to
Company Security Agreement

SPECIFIED CONTRACTS

Each of the contracts and agreements listed below to which the Company is a party or under which the Company has any right, title or interest or by which the Company or any property of the Company is subject:

1. The Purchase Agreement and each Related Agreement.
2. All Joint Operating Agreements other than Joint Operating Agreements relating to Specified Joint Operating Properties.
3. The contracts and agreements described on Annex A to this Schedule III.
4. To the extent not included in the foregoing, with respect to any fiscal year of the Company, any contract or agreement relating to a Principal Facility and constituting 7½% or more of estimated liquids production by volume for such Principal Facility during the prior fiscal year, whether in effect on the Closing Date or entered into thereafter.

ANNEX A to
SCHEDULE III
to
SECURITY AGREEMENT

Note: This Annex includes arrangements with OXY USA Inc. identified as "contract party" which will be superseded by the Master Gas Processing Agreement except at Jayhawk where the contract is between OXY USA Inc. and OXY Helex Inc. and Mont Belview II where the contract is between OXY USA Inc. and GCF.

<u>PLANT</u>	<u>CONTRACT PARTY</u>	<u>CONTRACT #</u>
AMBROSE	WILLIAMS NAT. GAS	23073
CAMERON	NAT'L GAS P.L. CO.	23997
	TEMCO	25518
	HALL HOUSTON	24877
CHICO	MITCHELL ENERGY	2346
	FAGADAU ENERGY	21291
EUSTACE/MYRTLE SPRINGS	SMACKOVER SHELL L.P.	25509
	AMOCO PRODUCTION	25510
	PRAIRIE PRODUCING	23023
	PRAIRIE PRODUCING	25166
EAST TEXAS	OXY USA	23408
	AMOCO PRODUCTION	851
	OXY USA	865
	MAS OPERATORS	24623
	PRAIRIE PRODUCING	24874
	TEXAS EASTMAN	2-00462
	ORYX ENERGY	956
JAYHAWK	MOBIL OIL	1-23384
	WILLIAMS NATURAL GAS	2-00108
	OXY USA	1-24655
	MESA TOC	1-24486
	MESA OPER. L.P.	1-23920
LeFORS	LEJAN	25830
	D&H	25688
	HALEY	25693
	TENNECO OIL CO.	21784
	TRAVELERS OIL CO.	1594
	OXY USA	1587
	DAWN OIL & GAS	21855
LOWRY	MOBIL EXPLORATION	23995

<u>PLANT</u>	<u>CONTRACT PARTY</u>	<u>CONTRACT #</u>
CHENEY/MIDWAY	KANSAS GAS SUPPLY PEOPLES NAT. GAS KANSAS HYDROCARBONS	1-00272 2-00193 2-00190
ROBERTS RANCH	OXY USA (3)	1261, 1262, 23280
MAYSVILLE	SYDSON D'ORO NATIONAL COOP LANCE RUFFEL PELICAN PRODUCTION HOME STAKE PHILLIPS	75-0920 75-1311 75-0393 75-0038 75-0327 75-0201
HUTCHINSON	OXY USA	(No Contract, Intra-Company)
	MOBIL -- P. HOUGH JAYHAWK	1-01252 2-24375
	MESA -- ULYSSES JAYHAWK	1-01250 15-831
LAKE CHARLES	OXY USA	(No Contract, Intra-Company)
	SHELL CITGO TENNECO	1-24070 2-01574 1-21586
MT. BELVIEU I	OXY USA	(No Contract, Intra-Company)
	AMOCO CHAPARRAL PIPELINE CO. (KOCH) GCF	1-23234 2-00066 2-23166
	RICHARDSON -- ESKOTA/CHALK HALLEY KEYSTONE	42-068 42-081 42-651
	CHAPARRAL PIPELINE	2-00065
MT. BELVIEU II	OXY USA -- BLUITT CHICO UPRC, <u>et al.</u> LIQUID ENERGY CONOCO	1-21463 1-21465 1-21364 1-21369 1-23068